

Special Provisions
ISD24-169 Don Lita Lift Station Upgrades

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1. Commencement and Completion

a) Progress of the Work and Time for Completion

The Contractor shall begin Work within one week of written instructions to do so and shall diligently prosecute his Work on this Contract to completion by **December 31, 2025**, in accordance with General Conditions of Contract.

The completion date described above shall be considered satisfied at the time of Substantial Performance as prescribed in the General Conditions of Contract.

All work outstanding at the time of Substantial Performance shall be completed before **May 29, 2026**.

The City shall not entertain requests for the release of holdback due to substantial performance of any part or portion of the contract in advance of substantial performance of the contract as a whole, including work added by change order.

b) Liquidated Damages

The parties to the Contract hereto agree that the Contractor will pay to the Corporation the sum of **\$1,000.00** per day **Liquidated Damages** for each and every calendar day's delay in finishing the Work in excess of **December 31, 2025**, in accordance with Section the General Conditions of Contract.

2. Contractor Indoctrination

The Contractor is hereby advised that each member of the Contractor's workforce including Subcontractors shall be required to:

- a) Successfully complete the **NORCAT CGS EHS Rules – Contractor is Constructor** training for City of Greater Sudbury facilities. Course information including registration details is accessible via the internet at the NORCAT website <http://www.norcat.org>. Registration can also be made by phone contacting NORCAT directly at 705-521-8324. The cost of the training, as established by NORCAT, shall be the sole responsibility of the Contractor.
- b) Attend a mandatory site-specific indoctrination meeting. This indoctrination is intended as information only to familiarize the Contractor with various plant alarms so they may develop appropriate emergency responses to the hazardous materials at the site.
- c) Submit a Daily Work Plan and Work Schedule to the Project Leader or Facility Supervisor. The Contractor agrees that the receipt and/or review by the City of the Daily Work Plan is to minimize the effect on City operations only and shall not constitute an approval as to the content of such plans or any Health and Safety Requirements and it shall be the responsibility of the Contractor to ensure that such documents meet the Health and Safety Requirements.

Daily Work Plans are to be submitted to the attention of one of the following supervisors or designate who can be reached by calling 3-1-1 or as follows:

Manager of Wastewater Treatment: 705-675-4455 x4821

Access to Water/Wastewater facilities shall be granted only to those workers who have complied with the above requirements. Failure to comply with these requirements will result in a possible Work stoppage and removal of access privileges.

3. Confined Space Area Classification Requirements

The Don Lita Lift Station may be considered “Confined Spaces” as per the Occupational Health and Safety Act and O.Reg 632.05. The wet well is considered a Class 1, Division/Zone 1 area and the dry well and pump access room are considered Class 1, Division/Zone 2 area in accordance with NFPA 820 and the Ontario Electrical Safety Code, respectively.

The Bidder is hereby advised to consult the Ministry of Labour regarding safe Work in these areas and that all Work within the Confined Spaces and Classified areas shall be performed in accordance with the Occupational Health and Safety Act and its Regulations.

4. Interruption and Phasing of Work/Shutdowns

The Contractor shall coordinate all Work with City of Greater Sudbury staff. Work shall be conducted to minimize disruption and shutdowns.

The Contractor shall provide minimum seventy-two (72) hours’ notice of a planned shutdown.

The Tenderer is hereby notified that the City of Greater Sudbury reserves the right to stop work at this site at anytime due to changes in weather, water supply/demand conditions or worker safety. The Tenderer will not hold the City of Greater Sudbury responsible for lost time and/or costs associated with the stoppage of work.

- a)** The City is required to operate the Don Lita Street Lift Station in accordance with the Environmental Compliance Approval granted by the Ontario Ministry of the Environment, Conservation and Parks. The Contractor shall provide and maintain access for the City Operations staff at all times to facilitate the operation of the Don Lita Lift Station. The Contractor shall coordinate all work at the lift station with the City Operations.
- b)** The Contractor is hereby notified that the City reserves the right to stop work at any time due to change in weather, inflow conditions, or work safety. The Contractor shall coordinate all work at the Lift Station with City Operations.
- c)** Required shutdowns and bypasses must be scheduled with City Operations. The Contractor is required to submit and receive written approval from City Operations seventy-two (72) hours’ in advance in order to facilitate a shutdown of any equipment or process at the lift station. Shutdowns may not occur if the lift station is experiencing high flow due to wet weather. The Contractor requires written approval from plant operations prior to proceeding with any shutdowns.
- d)** Every effort shall be made to minimize disruptions at the Don Lita Lift Station. The Contractor shall schedule work to minimize Plant/Equipment shutdowns. The Contractor shall coordinate all work at the Lift Station with City Staff and City Representative. Emergency power shall be maintained for the facility at all times.

e) The Contractor must develop and submit the following plans to be reviewed by the Owner's representative four (4) weeks prior to initiating a shutdown of the Don Lita Lift Station.

- Construction Sequencing Plan
- Risk Management Plan
- Soil Management Plan
- Demolition Plan
- Dewatering Contingency Plan
- Ground Monitoring Plan

Refer to Contract Items of the Special Provisions for the information to be included in each plan. The Contractor shall not proceed with a lift station shutdown until the above plans have been reviewed and accepted by the Contractor and the City's Representative.

f) Due to the nature of the project and the need for multiple shutdowns of varying durations, the Contractor shall include time in their schedule to coordinate with City staff and the Owner's representative and attend Construction Staging and Sequencing Meetings as outlined in the Section 01501 of the Divisional Specifications.

g) The Contractor shall coordinate work to maintain a minimum pumping capacity of a combined flow of 67 L/s at 28 m TDH with a 60 mm solid passage on continuous pumping basis, for the duration of the project.

For clarity, the Contractor shall be required to provide temporary pumping to the forcemain when the lift station pumps are out of service and/or during periods where minimum pumping capacity and standby power cannot be maintained. Duty/Standby pumping arrangement including fully automated controls, standby power and alarm system tied into the City's SCADA network is required. The existing forcemain may be utilized for temporary pumping systems. Refer to Section 01501 of the Divisional Specifications. Shutdown of the existing lift station will not be permitted until the completion of the required two (2) week commissioning period of the temporary pumping system is completed. Commissioning in accordance with Section 01800 of the Divisional Specifications must be completed for the temporary bypass system.

h) Full operation of the existing Don Lita Lift Station must be maintained until the new lift station and forcemain connections has been constructed and commissioned. Shutdown of the existing lift station will not be permitted until the completion of the required two (2) week commissioning period of the new lift station is completed.

i) The Contractor shall stage work to minimize disruption to traffic, residences and businesses. The Contractor shall review site conditions in conjunction with the proposed works and make their own assessment in order to coordinate the work appropriately.

- j) No work on structural, electrical, control and instrumentation, and site civil works shall be completed until all related shop drawings and equipment layouts have been finalized and approved by the Contract Administrator.

5. Conflict and Omissions

The order of precedence for Contract Provisions as described in the General Conditions shall be amended to include Special Provisions and Specifications, Division 1 to 16:

- i) Contract
- ii) Addenda
- iii) Bid Solicitation
- iv) Bidder's Bid
- v) Special Provisions
- vi) Contract Plans
- vii) Specifications, Division 1 to 16
- viii) City of Greater Sudbury Supplemental Specifications and Standard Plans
- ix) Ontario Provincial Standard Specifications and Standard Drawings (Current)
- x) Working Drawings

Dimensions on the Contract Drawings, when accompanied by lines and arrows, shall take precedence over measurement by scale.

In case of discrepancy between the Drawings and Specifications, figures and dimensions on the Drawings shall govern except where the dimensions depend on the dimensions of a specified product; the dimensions of the product shall then govern.

The location of un-dimensioned fixtures, outlets, conduits, piping etc., is shown approximate. Actual location shall be made to suit job conditions, as approved by the Contract Administrator.

The Contract Drawings and Specifications are complementary to each other and what is called for by either shall be as binding as if called for by both. It is the intention to provide for a finished piece of work, complete in all essentials, notwithstanding that every item necessarily involved may not be particularly mentioned. The Contractor shall not take advantage, to the detriment of the City, of any manifestly unintentional error or omission should such exist. Where the quality of workmanship or materials is not specifically stated, the best quality shall be provided.

6. Examination of the Site

The Tenderer shall visit the site of the works before submitting his tender and shall, by personal examination satisfy himself as to the local conditions that may be encountered during construction

of the work. The Tenderer shall make their own estimate of the facilities and difficulties that may be encountered and the nature of the material and conditions. The Tenderer shall not, at any time after tender submission, make any claim that there was any misunderstanding of the terms and conditions of the contract, relating to the site conditions.

7. Project Signs

The City will fabricate all Project Signs. The Contractor arrange with the City of Greater Sudbury's Sign Shop **(705) 674-4455 x 3660** to obtain and erect the Project Signs. The Contractor shall be responsible for the maintenance of the Project Signs and provide adequate safeguards to protect these signs from their operations. Upon completion of the Work, the Contractor shall remove the signs from the project site and return the signs to the City of Greater Sudbury Sign Shop. All costs associated with obtaining, erecting, maintaining, removal and return of the Project Signs shall be deemed as all-inclusive in the appropriate tender items.

8. Site Office

One (1) Site Office will be required at the Don Lita Lift Station in accordance with Section 21 - Special Provision #8.

The Contractor's Site Office shall be maintained in a neat and orderly condition at all times and removed upon completion of the Work.

9. Salvaging Structures

The designated area for salvaged equipment/material will be the Sudbury WWTP located at 1271 Kelly Lake Road. The designated area at the Sudbury WWTP will be provided by the City's representative prior to construction.

The designated area for salvaged equipment/material will be directed by the Engineer.

Items to be removed are not necessarily limited to the following:

- 454 L diesel storage tank and fuel (assume tank to be full). Contractor shall assume all costs associated with the safe removal of the diesel fuel from tank prior to disposal of the equipment.
- 80 kW diesel generator complete including fuel piping and appurtenances
- Diesel Control Panel Equipment
- 200A Main Disconnect Switch
- Meter Socket and Cabinet
- 100A Automatic Transfer Switch
- Lighting Panel Equipment
- Unit Heaters, Ventilation Equipment and associated electrical and controls
- Louver Equipment and controls
- Pumps and associated starter and control equipment
- Transformers
- Lighting Equipment
- Instrumentation and controls

- Valves
- Cable and wire
- Electrical Equipment
- Other items as directed by the Engineer

Items to be salvaged and delivered to the Sudbury Waste Water Treatment Plant located on Kelly Lake Road in Sudbury include:

- Two (2) Benshaw Solid State Motor Control Equipment
- Hammond “Type F” Transformer
- Two (2) Smith and Loveless Sewage Pumps and Motors
- Existing Valves, Reducers, Blind Flanges etc.
- Instrumentation and Control Equipment
- Other items as directed by the Engineer

All salvaged equipment shall be carefully removed, transported and stored at the located specified and protected against damage. All materials resulting from Work except as otherwise specified above or as directed by the Contract Administrator or City shall become property of the Contractor.

10. Pre-Construction Meeting

Within the first week of Contract execution, a pre-construction meeting shall be scheduled with the Contractor. The Contractor will be required to submit to the City the following information at that time and prior to commencement of any Work, namely:

- A construction “Progress Schedule” indicating clearly the proposed order and time allowance for various phases of the Work in sufficient detail to show weekly progress and the completion of the Work in accordance with the date indicated by the City in the Bid Solicitation;
- Any plans or other documentation required by the Occupational Health and Safety Act or the regulations adopted thereunder;
- The name, address, phone number and email of the Contractor’s representative who will be handling claims from the general public;
- The City’s receipt of any document or record required to be provided by the Contractor shall not be deemed to connote acceptance or approval of its content or derogate from or diminish a Contractor’s obligations contained therein. The City shall not be liable or be under any obligation to a Contractor or any person whatsoever merely by reason of receipt of a Contractor’s document or record;
- Contractor Health and Safety Plan, Environmental Management Plan, Spill Containment Procedures and Response Plans, Construction Sequencing Plan, Risk Management Plan, Excess Soil Management Plan, Demolition Plan, Dewatering Contingency Plan and Ground Monitoring Plan;
- Contact list with all the Contractors designated project manager, site supervisor and other relevant project staff;

- A listing of Subcontractors, where permitted, and Suppliers that the Contractor wishes to utilize for completing the Work;
- For building construction and renovation, the Contractor must provide current electrical and/or plumbing licenses; and,

Please note a final construction schedule and specified plans must be provided four (4) weeks prior to initiating/mobilizing the work for this project. The Contractor shall not proceed with work until the schedule and plans have been reviewed and approved by both parties.

11. Contract Sample Forms

Available for download on the City's Website:

<https://www.greatersudbury.ca/do-business/infrastructure-and-city-construction/engineering-standards/standard-contract-documents-for-municipal-construction/>

- Contractor Daily Work Plan Form – Plants Section

12. Contractor Performance Evaluation

Contractor Performance Evaluation will be a requirement of this contract, refer to sample form for details.

The City, during and/or after the Completion of the Contract, shall monitor performance and conduct a formal evaluation of the Contractor's performance using a performance evaluation form as established by the City. A copy of the results of the CPE shall be provided to the Contractor.

The purpose of the CPE form is to provide an evaluation record, both positive and negative, of a Contractor's performance on any given construction project that has been awarded to a Contractor by the City. Poor performance may result in the inability to bid on future contracts with the City of Greater Sudbury.

The Contractor acknowledges and agrees that the results of any CPE are governed by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56, as amended ("MFIPPA"). The City reserves the right to disclose such results to third parties in accordance with the requirements of MFIPPA, and the Contractor hereby consents to such disclosure. The Contractor further consents to the disclosure of the results of any CPE to other municipalities or government bodies upon request to the City, where the Contractor has listed the City as a reference.

13. General Manager Designate

The Project Manager has been designated by the General Manager to act on their behalf for the purpose of administering the Contract. Without limiting the generality of the foregoing, the Contractor shall direct all notices, documents, invoices, potential claims, requests for additional compensation and dispute resolution to the Project Manager, and copy the appointed Contract Administrator (where applicable), as specified below:

Project Manager

Name: Paul Bazinet

Title: Project Manager

Office: (705) 674-4455 ext. 1522

Cell: (705) 918-1349

paul.bazinet@greatersudbury.ca

City Engineering Services Division

City of Greater Sudbury

P.O. Box 5000, Station "A"

Sudbury, ON, P3A 5P3

Contract Administrator

Name: Chris Cecchetto

Title: Contract Administrator

Office: (705) 669-4714

Cell: (705) 920-4614

Christopher.Cecchetto@aecom.com

AECOM Canada Ltd.

1361 Paris Street, Unit 105

Sudbury, ON, P3E 3B6

14. Damage to Existing Equipment

The Contractor's attention is drawn to the need to protect existing equipment. Work will occur adjacent to existing operational equipment. The Contractor shall take necessary precautions to protect existing equipment from damage. Any damaged equipment shall be repaired or replaced at the Contractor's expense.

15. List of Designated Substances

The Contractor is advised that hazardous chemicals are used on and/or stored on site which include the following:

1. Diesel Fuel

The Contractor shall familiarise their workforce with the WHMIS Material Sheets on site.

The Contractor shall refer to Division #8 for the Designated Substances Survey (DSS) and Hazardous Building Materials Assessment (HBMA) by AMEC. The Contractor shall familiarise their workforce with the WHMIS Material Sheet.

The Contractor is advised that the processes at the Don Lita Station, including piping, wells, conduits, etc. contain raw sewage which is considered a biohazard.

16. Submittals

Submit digital copies of Shop Drawings showing all fabrication and installation details prior to ordering equipment, fabrication and commencement of Work. Submittal requirements are further outlined in Section 01330 of the Divisional Specifications.

17. Dump Sites

There shall be no City designated dump sites for this Contract. All waste and excess materials shall be the responsibility and under ownership of the General Contractor and shall be disposed of in accordance with OPSS 180 and City of Greater Sudbury BY-LAW 2009-170.

It shall be the Contractors responsibility to ensure that the disposal site is permitted in accordance with City of Greater Sudbury BY-LAW 2009-170. Documented proof must be provided to the City that the disposal destination(s) of the material are permitted in accordance with BY-LAW 2009-170. The City may conduct audits to confirm surplus material are being delivered to permitted sites.

18. City SCADA Specialist

The City of Greater Sudbury SCADA Specialist shall develop and implement the necessary program modifications to the new PLC program load and to the existing SCADA interface screens in order to accommodate for the upgrades as outlined within the contract drawings and specifications. The City's SCADA Specialist defined scope is considered to be limited to the PLC programming as well as testing and commissioning for both the revised application software within the new PLC and new SCADA interface screens. The supply and installation of new PLC, electrical and control wiring and instrumentation components shall be the responsibility of the Contractor, including terminations at the I/O modules within the PLC backplane.

The Contractor shall coordinate with the City's SCADA Specialist as well as all sub-trades for the development, testing and commissioning of the new PLC. Contractor shall also coordinate with the City of Greater Sudbury SCADA specialist in order to implement a fully functional communication system so that all control, as outlined within this contract, can be relayed to the City wide SCADA system. A completely functional communication system is the sole responsibility of the Contractor.

19. Environmental Considerations

The Contractor shall comply with applicable Federal, Provincial and Municipal laws, orders, and regulations concerning the control and abatement of water pollution. All required permits and approvals shall be the Contractor's responsibility.

The Contractor's construction activities shall be performed by methods that will prevent entrance, or accidental spillage, of solid matter, contaminants and waste into streams, water sources, including but not restricted to refuse garbage, cement, concrete, industrial waste, oil and other petroleum products, heavily mineralized rock and thermal pollution. Sanitary wastes shall be disposed of on land by burial at approved sites or by other approved methods.

The Contractor shall apply sediment control measures, in order to prevent sediment from reaching the environment. In addition, no construction materials are to be temporarily stored unless suitable siltation fencing is erected around the storage area perimeter.

Dewatering work for structure foundations or earthwork operations adjacent to, or encroaching on, streams or water-courses shall be conducted in a manner to prevent muddy water and eroded materials from entering the streams or watercourses by construction of intercepting ditches, bypass channels, barriers, settling ponds, or by other approved means.

Turbidity increases in a stream that are caused by construction activities shall be limited to the increases above the natural turbidity permitted under prescribed water quality standards. When

necessary to perform required construction work in the stream channel, the prescribed turbidity limits may be exceeded, if approved by the Ontario Ministry of Natural Resources, for the shortest “practicable” period required to complete such work. This required construction work may include such work as diversion of a stream channel, and construction of turbidity control structures. Mechanized equipment shall not be operated in flowing water except as necessary to construct crossings or to perform the required construction.

Waste water from all construction operations shall not enter streams, watercourses, or other surface water without the use of such turbidity control methods as settling ponds, gravel-filter entrapment dislikes, approved flocculating processes which are not harmful to fish, recirculation systems for washing of aggregates, or other approved methods. Any such waste water discharged into surface water shall be essentially free of settleable material. For the purpose of these specifications, settleable material is defined as that material which will settle from the water by gravity during a one (1) hour quiescent detention period.

Spills or discharges of pollutants or contaminants under the control of the Contractor, and spills or discharges of pollutants or contaminants that are a result of the Contractor’s operations that cause or are likely to cause adverse effects shall forthwith be reported to the General Manager of Infrastructure Services. Such spills or discharges and their adverse effects shall be defined in the Environmental Protection Act R.S.O. 1980.

All spills or discharges of liquid, other than accumulated rain water, from luminaries, internally illuminated signs, lamps, and liquid type transformers under the control of the Contractor, and all spills or discharges from this equipment that are a result of the Contractor’s operations shall, unless otherwise indicated in the Contract, be assumed to contain PCB’s and shall forthwith be reported to the General Manager of Infrastructure Services as well as the Ministry of the Environment, Conservation and Parks (MECP).

Notification of the Ministry of the Environment, Conservation and Parks (MECP) shall be provided to: 199 Larch Street, Sudbury, Ontario, and (705) 675-4501. For 24-hour environmental spill reporting, phone 1-800-268-6060.

This reporting will not relieve the Contractor of his legislated responsibilities regarding such spills or discharges.

At the Pre-Construction Meeting, the Contractor will be required to outline his sequence of operations and proposed environmental protection measures.

Payment to comply with the above requirements shall be deemed to be included in the tender items requiring such environmental protection and shall include all costs associated with acquiring permits and approvals.

A portion of this project is located within a designated safe drinking water protection zone. The Contractor shall note that no refuelling, maintenance, servicing, etc. will be permitted in this zone.

20. Waste Removal

The City will be responsible for emptying and draining the wet well. The City requires two (2) weeks’ notice to drain the wet well and the Contractor is responsible for coordinating this with the City. Final washdown, removal and disposal of remaining sludge and debris in the wet well will

be the responsibility of the Contractor. The Contractor is permitted to dispose of wet well sludge and debris at approved MECP Waste Disposal Site.

Extra payment for hauling disposal material shall not apply to this contract in relation to the distance from the Project Site to the approved MECP Waste Disposal Site.

21. Contract Items

1. Standard Specifications

The Standard Specifications referred to in this Proposal are the "Ontario Provincial Standards Specifications" (OPSS) as amended by the City of Greater Sudbury Supplemental Specifications (GSSS). The Contractor shall be responsible for obtaining a copy of the applicable specifications, which are not bound here in this document.

Where in the Form of Tender and Schedule of Prices a GSSS number has been listed, the Work shall conform to and be paid for in accordance with that GSSS, and any related standards or specifications as noted in GSSS and OPSS, and as may be amended by the Special Provisions, noted SP in the Schedule of Prices.

Payment at the Price Tendered shall be full compensation for all labour, equipment and materials to do the Work.

2. Estimated Quantities

The items in the Lump Sum Breakdown - Schedule of Items and Prices are intended to cover and include the supplying of all labour, equipment and materials (except as noted in the Instructions to Bidders and Special Provisions) necessary for the completion of the various works called for in the contract documents and the prices set out in the Schedule for the said items shall be full compensation for the labour, equipment, material, and equipment supplied to do all the Work covered by the said items.

Where "Estimated Quantities" are not set forth in the Lump Sum Breakdown - Schedule of Items and Prices, the Contractor shall make their own estimate of the quantities or material, time, labour, etc., required to perform the Items of Work in each Section. No adjustments in payment shall be made for overruns or under runs in estimated quantities except as it related to specific changes made to the scope of work described in the Contract. In such case a change in the Work is required, the provisions of the Supplementary Conditions shall apply as modified by the Special Provisions.

"Estimated Quantities" set forth in the Schedule of Unit Prices and Breakdown of Schedule of Unit Prices are approximate only. If the quantity of Work to be completed and material to be furnished exceeds or is less than the estimated quantity, the Contractor shall proceed with the work and payment will be made for the actual amount of the work done and material utilized.

a) Breakdown Schedule of Items and Unit Prices

The following are Special Provisions pertaining to certain Sections and Items listed in the Breakdown of Schedule of Unit Prices.

S.P. #1 – Mobilization and Demobilization

This item is to cover the Contractor's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price entered for this item should be consistent with the costs involved and should not, in any event, exceed three percent (3%) of the Total Bid Price.

If the Contractor has entered against this item, a price in excess of three percent (3%) of the Total Tender Price, the City shall, in preparing contract documents based upon the Tender, reduce the price for the said item to an amount not exceeding three percent (3%) of the Total Tender Price and shall add the amount of the reduction to the price for the "Lump Sum for Other Requirements" item so that the Total Tender Price shall not be affected.

A maximum of sixty percent (60%) of the price for Mobilization and Demobilization item shall be considered as relating to mobilization and the balance to demobilization.

The payment for mobilization shall be included in the first payment certificate issued for the Contract subject to the Contract Administrator being satisfied that full mobilization has been carried out. If the Contract Administrator is not so satisfied, he shall allow a payment, which, in his opinion, reflects the degree of mobilization effected to date.

The payment for demobilization shall become due following Substantial Performance of the works and subject to the Contract Administrator being satisfied that full demobilization has been carried out. The Contract Administrator may, in his direction, allow partial payment for demobilization before full demobilization has been completed.

S.P. #2 – Cost of Bonding & Insurance

The Tenderer shall submit a price for the provision of bonding and insurance in accordance with the requirements of the Instructions to Tenderers and the General Conditions.

S.P. #3 – Lump Sum for Other Requirements

In this Item, the Contractor shall enter a price for providing items such as watchmen, health and safety coordination, coordination with applicable staff at the Sudbury Waste Water Treatment Plant, permits and approvals (other than those to be paid by the City), items required by the Drawings or Specifications but which have been omitted from the Breakdown of Schedule of Unit Prices and other items required by the Contract but not specifically covered by or related to the other items in the Breakdown of Schedule of Unit Prices.

Each Progress Payment Certificate will include a percentage of the Tender Price for this item in proportion to the percentage of the permanent works completed.

The submission by a Contractor of an unbalanced price for this item renders the Contractor liable to disqualification.

S.P. #4 – General Requirements

This item is intended to include but is not necessarily limited to the supply of all labour, equipment, tools and materials required to fulfil the requirements outlined in Division 1 of the Specifications.

The Tenderer shall make note of the staging and scheduling requirements and coordination required with City Staff, the Owner's Representative(s), Consultants and Equipment Supplier throughout this project. All costs associated with coordinating the proposed work shall be included in this item.

Each Progress Payment Certificate will include a percentage of The Tender Price for this item in proportion to the percentage of the permanent works completed.

S.P. #5 – Contingency

The Tenderer shall not enter a new price or alter the price of the Breakdown of Schedule of Unit Prices for this item. The amount shall be carried out in the total of the Schedule of Unit Prices.

The Tenderer agrees that they are not entitled to payment for the Contingency Allowance except for additional work carried out in accordance with the Contract and as directed by the Contract Administrator and only to the extent of such additional work.

S.P. #6 – Cash Allowance

The Contract Price includes cash allowances stated in the Contract Documents, which allowances shall be expended as the Owner directs through the Consultant.

Cash allowances cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation, and other authorized expenses incurred in performing the work stipulated under the cash allowance but do not include any Value Added Taxes payable by the Owner to the Contractor.

The Contract Price, and not the cash allowance, includes the Contractor's overhead and profit in connection with such cash allowances.

Where costs under the Cash Allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an amount for overhead and profit as set out in the Contract Documents.

The Contract Price shall be adjusted by Change Order to provide for any difference between the actual cost and the cash allowance.

The value of the work performed under a Cash Allowance is eligible to be included in progress payments.

The Contractor and the Consultant shall jointly prepare a schedule that shows when the Consultant and Owner must authorize ordering of items call for under the Cash Allowances to avoid delaying the progress of work.

The Tenderer shall not enter new prices or alter the prices on the Schedule of Items and Prices for the Cash Allowances. The amounts shown shall be included in the Total Contract Price of the Schedule of Items and Prices.

The Tenderer agrees that he is not entitled to payment of any Cash Allowances except for work invoiced directly by suppliers and only to the extent of such work with no markup. Include any administrative or co-ordination costs in other tender items.

a) Tank Coating Inspection (Cash Allowance)

Where preparation of concrete substrate and application of tank coatings materials are called for, the Engineer may order inspection by an independent National Association of Corrosion Engineers (NACE) Certified inspection company. Inspections will be arranged

for by the Contactor and paid from the Cash Allowance of this item based on actual invoices received with no markup. Third-party inspection for existing waterproofing coating inside wet well tank to confirm condition of coating and if full replacement is required based on deficiencies and expected remaining useful life of existing coating. Inspections shall monitor and verify compliance of all aspects of the works as outlined in the Contract Specifications and NACE/SSPC coatings standards.

Co-operate with the Engineer and inspection company by scheduling the substrate preparation and coating application so that inspections can be progressively completed.

Provide copies of written reports of inspection to the Engineer in a timely manner, and before any request for payment for such inspections.

b) Materials Testing

Where compaction of subgrade, granular courses, pipe bedding and fill are called for, the Engineer may order compaction tests by an independent testing company. Tests will be arranged for by the Contractor and paid from the Cash Allowance of this Item based on actual invoices received with no markup. Where test results indicate that compaction does not meet minimum requirements the Contractor will be responsible for costs incurred to conduct further testing, in a manner dictated by the Engineer, to establish proof of the specified compaction.

Co-operate with the Engineer and testing company by scheduling the placing and compaction of materials so that tests can be progressively taken.

Provide copies of written reports of testing results to the Engineer in a timely manner, and before any request for payment for such tests.

c) Concrete Testing

Where testing of concrete is called for, the Engineer may order concrete testing by an independent testing company. Tests will be arranged for by the Contractor and paid from the Cash Allowance of this Item based on actual invoices received with no markup. Where test results indicate that concrete testing does not meet minimum requirements the Contractor will be responsible for costs incurred to conduct further testing, in a manner dictated by the Engineer, to establish proof of the specified compaction.

Co-operate with the Engineer and testing company by scheduling the placing of materials so that tests can be progressively taken.

Provide copies of written reports of testing results to the Engineer in a timely manner, and before any request for payment for such tests.

S.P. #7 – Project Plans

This item is intended to include but is not necessarily limited to the supply of labour, equipment, tools, materials, reports and documentation required to fulfil the following plans as outlined in the Contract drawings and specifications:

- a) Construction Sequencing Plan:** Create and submit a plan to generally describe the sequence of installation and commissioning of major structures, processes and equipment items. This plan includes information on which temporary services will be required to be

completed to permit the commissioning of the required equipment.

- b) Risk Management Plan: Create and submit a plan outlining the potential risks and the proposed steps to minimize or mitigate the risks during construction.
- c) Demolition Plan: Create, submit and enact a detailed execution plan for demolition and removals works as outlined in the contract drawings and specifications.
- d) Dewatering Contingency Plan: Create and submit a plan outlining how additional dewatering will be handled if it exceeds the specified 400,000 L/day as noted in the Contract Documents.
- e) Ground Monitoring Plan: Create, submit and enact a Settlement/Ground Monitoring Plan as per the requirements outlined on the Contract Drawings and Specifications.

The Contractor shall include meetings with City staff and the Owner's representative to discuss the above plans.

The finalized plans may be submitted to the Ministry of Environment, Conservation and Parks.

S.P. #8 – Field Office

The Contractor shall submit a price for the provision of a Field Office in accordance with the following requirements:

The Contractor shall as soon as the Contract commences provide a Field Office of eighteen (18) square metres minimum area with adequate lighting, heating and telephone with messaging capability on the Project Site for the sole use of the General Manager and his representative for the duration of the Contract.

The structure shall be waterproof, lined with common plywood and painted on the interior and exterior. The following furnishings and Equipment shall be supplied:

- a) 1 desk with two drawers and chair;

Used furnishings in good condition will be considered.

The Contractor shall bear all expenses in connection with the office, including the monthly service charge for lighting, heating, telephone and cellular phone costs.

S.P. #9 – Wet Well Concrete Repairs (Provisional)

The work under this item covers the requirements for of the following concrete repairs, where required and as directed by the Engineer, for the wet well tank structure at the Don Lita Lift Station. Repairs shall be completed in accordance with Specification Section 03730 and Drawing C7140-11, including the following:

- a) Complete (complete tank) preparation of wet well walls to substrate concrete by sandblasting or as approved by waterproofing coatings manufacturer. Cost to include all means of dust control of protection (enclosure, ventilation equipment) of surrounding areas. Dust control systems shall provide for full protection against damage to the environment. Complete substrate preparation shall be subjected to the recommendation of third-party coating inspector as determined during construction.

- b)** Full cleaning of wet well tank walls, and floor (all surfaces) to substrate concrete by pressure washing and removal of all debris as directed by the Engineer. Allow for at least two (2) separate cleaning events to the wet well tank.
- c)** Concrete surface repair in tank walls including scaling, spalling, delamination and broken concrete.
- d)** Concrete surface repair in tank base slab including scaling, spalling, delamination and broken concrete.
- e)** Repair of non-leaking crack in concrete surfaces with approved resin materials.
- f)** Repair of leaking crack in concrete surfaces with approved resin materials.
- g)** Complete (complete tank) application of new waterproofing coating on concrete walls inside wet well tank.

The extent of work for items indicated as “provisional” are provisional so that the actual size of repairs and or replacement will be determined during construction subject to the review of third-party coating inspector, and agreement of the Engineer.

The extent of work shall be carried out by company and personnel experienced in the successful repairs of concrete of similar nature to this project with at least 5 years of experience or working on three similar projects.

There will be no separate payment for Confined Space entry, loading, hauling, disposal of removed concrete and debris, formwork, concrete, finishing, clean up which are deemed to be included in this item.

No measurement for payment will be made for erection and removal of access platforms, scaffolding, stages, or protection/containment systems, which are to be included in the unit price.

Protection of the existing equipment will be required during construction. Any damage to the existing equipment shall be repaired/replaced as directed by the Engineer with no extra cost to the Contract.

All measurement for payment for waterproofing coating items will be the volume of cementitious material acceptably placed as measured on site by the Contract Administrator to the nearest 0.01 square meters. Upon satisfactory placing of the cementitious material, payment shall be made at the rate of 70% of the unit price bid. Payment shall be made at the rate of 30% of the unit price bid when curing and finishing have been carried out satisfactorily in accordance with the Specifications.

Payment at the unit price outlined in the Breakdown of Schedule of Item and Unit Prices shall be in full compensation for all labour, equipment and materials to complete the work, including all measures and procedures to access the work, in order to carry out the work.

The Tenderer acknowledges that whenever extra work or deletions involve items listed in the Schedule of Items and Unit Prices noted as “Provisional”, the unit prices entered will be used in determining the amount of the extra or deductions regardless of the quantity provided.

S.P. #10 – Corrosion Protection

Corrosion protection on all metallic mechanical joint fittings and pipes (both interior and exterior of chamber) with the applicable corrosion protection material as supplied by the Denso Canada Limited, or approved equal. Anti-corrosion materials approved for use by the City of Greater Sudbury include Denso Paste Petrolatum Tape Primer as Priming Solution, Denso Profiling Mastic for profiling irregular contours and Denso LT Tape. The anti-corrosion materials shall be installed according to the manufacturer's recommendations with a 55% overlap for the tape applications.

Applicable contract items are subject to Corrosion Protection as per GSSS 442.

The products shall be supplied and applied by the Contractor in strict conformity with the manufacturer's specifications and recommendations.

S.P. #11 – Coordination with City SCADA Specialist

The City of Greater Sudbury SCADA Specialist shall develop the PLC program based on the I/O list and PCN provided in the Contract Documents. The City of Greater Sudbury SCADA Specialist will provide to the Contractor the complete PLC program to be integrated with the new PLC Control System as supplied by the Contractor. The Contractor will be responsible for coordinating with the City's SCADA Specialist for integrating, testing, and commissioning of the PLC program including all routines for a fully functional program.

The City's SCADA Specialist shall develop all SCADA interfacing screens as required by this contract. The Contractor shall coordinate with the City's SCADA Specialist as well as all sub-trades for the integration, testing and commissioning of the SCADA system. The Contractor is responsible for communication and coordination between the Consultant, City's SCADA Specialist, suppliers and sub-trades to ensure a fully functioning control system as intended by this Contract.

S.P. #12 – Agilis Networks Allowance

This item is intended to include the supply of all labour, equipment, tools and materials by Agilis Networks to install fibre communications link from existing utility pole to the new control panel location as shown on the Contract Drawings.

The Tenderer shall not enter a new price or alter the price on the Form of Tender for this item. The amount shall be carried out in the total of Division 13 of the Schedule of Unit Prices.

Payment

The Tenderer agrees that they are not entitled to payment for this allowance except for the payment for supply and services rendered by Agilis Networks.

S.P.#13 – Dewatering

This item is also intended to include but is not necessarily limited to the supply of all labour, equipment, tools, materials, reports and documentation required to complete the Dewatering with discharge to the existing storm sewer system.

Under this item the Contractor shall complete water sampling to determine if the ground water being discharged meets the City of Greater Sudbury Sewer Use By-Law. Note, it is suspected

that a portion of the ground may be contaminated, and appropriate sampling and testing of the ground water will be required to confirm contaminants and concentrations prior to discharge to the storm sewer.

Provide a summary outlining the results of the testing and proposed disposal method. Groundwater meeting the sewer use by-law requirements can be discharged with sediment control into the storm system. Refer to Contract Drawings and Specifications for additional requirements.